

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

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In re:	:	In Chapter 13
	:	
LOLA AFFLECK	:	
	:	Case No. 17-10855 (SR)
Debtor.	:	
-----X		
	:	
LOLA AFFLECK	:	
	:	
Plaintiff,	:	
v.	:	
	:	
CITY OF PHILADELPHIA	:	Adversary No. 17-00107 (SR)
	:	
Defendant.	:	
_____X		

**STIPULATION RESOLVING DEBTOR'S ADVERSARY PROCEEDING
AGAINST CITY OF PHILADELPHIA**

Lola Affleck (the "Debtor" or "Plaintiff") and the City of Philadelphia (the "City") to resolve the Debtor's adversary complaint against the City in the above-captioned case hereby enter into this Stipulation Resolving Debtor's Adversary Proceeding Against the City of Philadelphia (the "Stipulation").

WHEREAS, the Debtor commenced the above-captioned bankruptcy case on February 6, 2017.

WHEREAS, prior to the Debtor's bankruptcy filing, the City obtained two self-assessed tax liens ("Tax Liens") against the Debtor as described in greater detail below. Copies of the Tax Liens attached hereto as Exhibit A.

WHEREAS, on November, 3, 2008, the City obtained a self-assessed tax lien, CCP #081100125, in the Philadelphia Court of Common Pleas the amount of \$23,778.42 for unpaid Business Privilege Taxes and Net Profit Taxes.

WHEREAS, on October 24, 2014, the City obtained a self-assessed tax lien, CCP# 141003044, in the Philadelphia Court of Common Pleas the amount of \$38,948.02 for unpaid Business Income & Receipts Taxes and Net Profit Taxes.

WHEREAS, on March 31, 2017, the Debtor commenced an adversary proceeding (“Adversary Proceeding”) against the City seeking to cramdown the City’s Tax Liens arguing “[s]ince the debtor’s residence is worth less than the amount owed on the first mortgage, debtor can cram down the secured claim of the City of Philadelphia to zero and treat the claim as an unsecured claim in the Chapter 13 Plan.” Complaint ¶ 11.

WHEREAS, the City has not yet filed any claims in the Debtor’s case, but anticipates doing so on or before governmental bar date.

NOW, THEREFORE, in consideration of the background set forth above and the terms and conditions of this Stipulation as more fully set forth below, the Debtor and the City (collectively referred to as the “Parties”) agree to be bound and do hereby stipulate as follows:

1. The Parties wish to amicably resolve the Debtor’s Adversary Proceeding.
2. Based upon the appraisal provided by the City to the Debtor, the City will agree to reduce the amount of its secured claim related to the Tax Liens to \$2,716.13, which amount will partially cover the tax lien CCP# 081100125.
3. The remainder of the Tax Liens will be reclassified as general unsecured debt.

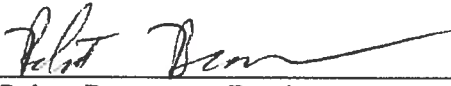
4. Within twenty (20) days of this Stipulation receiving approval by this Honorable Court, the City shall file a claim which will reflect the secured and unsecured portions of the Tax Liens in reflected in paragraphs 2 to 3.

5. The City reserves all rights to assert claims for additional amounts that may be owed by the Debtor to the City and/or Water Revenue Bureau not related to the Tax Liens.


6. The terms of this Stipulation shall not be binding upon the City should this case be dismissed or converted to one under Chapter 7.

Respectfully submitted,

Date: 6/20/17


Robert Braverman, Esquire
Attorney for Debtor, Lola Affleck

Date: 6/20/17


Pamela Elchert Thurmond, Esquire
Deputy City Solicitor
Attorney for the City of Philadelphia

AND NOW, this ____ day of _____, 2017, upon consideration of the Stipulation between Lola Affleck and the City of Philadelphia, it is hereby ORDERED that the Stipulation is approved.

STEPHEN RASLAVICH
UNITED STATES BANKRUPTCY JUDGE